

# VILLA AYA – TERMS & CONDITIONS

Revised December 2017

## 1. ARRIVAL & DEPARTURE TIMES

Unless agreed otherwise by the Lessor, check in time is 3:00pm and check out time is 12:00pm. Early arrival or late departure will depend upon availability of the villa.

The early check in fee is US\$500.00 from 10am onwards.

The late check out fee is US\$500.00 until 6pm. After 6:00pm, the full daily rate is applicable.

## 2. REGISTERED GUESTS

Only the number of persons stipulated in the Rental Agreement may reside at the property as guests. Registered guests cannot exceed the number of guests provided at the time of booking by the lessee.

Should the Lessor or the Lessor Representative find that the number of people staying at the property exceeds the number of registered guests, the Lessor or the Lessor Representative may, at his or her absolute discretion, ask the extra person or persons to either pay the applicable additional charge as per the published rate or to vacate the property forthwith. The cost for unregistered guests is US\$300.00 per person per night.

In case a party is to be organized within the property for a number of guests in excess of the registered guests in the villa, a surcharge of US\$1,500 will be applicable. In addition, a guarantee deposit of US\$6,000. Note that any parties must be authorised by the owner, in advance.

## 3. PETS

No pets are allowed on the entire property.

## 4. PAYMENT

A non-refundable 50% deposit is due within 5 calendar days of booking the villa. For Peak Season (see in the next paragraph below) bookings, full payment is due 90 days prior to Lessee's arrival date. For bookings during the rest of the year, full payment is due 60 days prior to Lessee's arrival date.

Minimum stay:

There is a 14-day minimum stay requirement during the Peak Season (Dec 15 -Jan 15).

There is a 3-day minimum stay requirement throughout the rest of the year.

## **5. SECURITY DEPOSIT**

A US\$2500 security deposit is payable at the time payment is provided. If all bank details have been received prior to the arrival date, it will be returned to the lessee no later than 14 days after check out, less the cost of any damage or breakages during the rental period of the Villa, if applicable.

If there is any damage and costs that exceed the amount of the deposit, the Lessee will remain liable to the Lessor to pay the same promptly.

## **6. CANCELLATION**

If Lessee cancels the booking, the Lessor will retain part of the rental amount as follows:

6.1 If Lessee cancels within 45 days prior to the beginning of the rental period the entire rental amount will be forfeited.

6.2 If Lessee cancels 46 days or more before the beginning of the rental period, the Lessor will forfeit 50% of the rental amount.

6.3 For Peak Season bookings, if the Lessee cancels 75 days or more before the beginning of the rental period, the Lessor will forfeit 50% of the rental amount. If Lessee cancels within 60 days prior to the beginning of the rental period, the entire rental amount will be forfeited.

## **7. LESSEE'S INSURANCE**

Each guest must have comprehensive travel insurance (including cancellation, flight delays, loss and damage to baggage and other property) and health insurance (including evacuation and repatriation coverage). Liability insurance is also required.

## **8. FORCE MAJEURE**

Lessor shall not be responsible for any delay, additional expense or inconvenience caused directly or indirectly by events outside of Lessor's control such as civil disturbances, fires, floods, severe weather, or Acts of God.

## **9. COMPLAINTS**

The Lessor cannot be held liable for interruptions to the supply of water, electricity, Internet connection or breakdown of swimming pool filtration systems, though the Lessor will use their best endeavours to arrange for any such problems to be solved quickly.

If there are any problems during the rental period that could not be solved by dealing directly with the local villa staff, contact the Lessor, the Villa Concierge, or the Lessor's local representative immediately

and they will use their best endeavours to rectify the situation. It is understood that infrastructure, local standards and conditions are often of a less developed nature in a remote resort location than in more urban environments. The Lessor or its representative will do as much as can be reasonably expected to avoid and rectify.

Any complaints should be made in writing to the Lessor within 24 hours of the occurrence.

No complaints will be considered if made after the departure date.

## **10. CONDUCT & BEHAVIOUR**

The Lessor is responsible for the correct and appropriate behaviour of the guests staying at the villa. Should any member of the party behave in a manner considered inappropriate, either the Lessor or the local representative may at their absolute discretion ask the offending guest or guests to vacate the villa forthwith. No refund can be claimed from the Lessor in such case.

The owner or his or her representative may enter the villa at any time.

## **11. SOCIAL CORPORATE RESPONSIBILITY**

Following the association with "The Code" developed by Kuoni Travel, IPSL, the Lessor and the local representative endeavour to contribute to the fight against child prostitution and trafficking.

It is also prohibited to act unlawfully in any way whatsoever and to bring in and/or use/consume any illegal substances. Police authorities will be immediately informed of any offenders.

In addition, in line with its moral duty and respect for the local employees, as well as for the safety of our valued guests and the protection of the property, guests are not permitted to bring male or female joiners back to the villa.

## **12. STAFF AT THE VILLAS**

The service of some staff is included at the villa. Additional services such as those of babysitters and/or drivers can be sourced in advance or on site upon request. Although such services cannot be guaranteed and will depend on availability, the Villa Concierge will do their best to find suitable arrangements.

Under NO circumstances can staff at the villa be asked to look after any minors staying at the villa.

The Lessee shall allow staff, pool maintenance and gardeners reasonable access to the villa and the grounds for the purpose of maintaining the Villa and the grounds, pool and property.

## **13. FOOD AND BEVERAGE**

All food and beverage items purchased on behalf of guests will be charged to guests at cost plus a %. The % surcharge covers cooking gas, transportation and all costs incurred from cooking and kitchen-related expenses.

#### **14. LINEN & TOWELS**

Linen and towels are provided at the villa. We have adopted a "Save the Planet" eco-policy, so the linens are changed every seven (7) days, or as deemed necessary. If more frequent changes are required, there may be extra charges. Towels will be replaced when they are placed in the towel basket.

#### **15. FURNITURE**

All interior furnishings and furniture must remain inside the villa, and only exterior furnishings and designated outdoor furniture may be used for external purposes.

#### **16. TRANSFERS**

Rates included one airport pick up and return. Taxis and airport transfers can be arranged through the Villa Concierge. Local taxis can be arranged by the Villa Concierge or the Villa Manager.

#### **17. LESSOR'S INSURANCE**

The Lessee agrees not to do, or permit to be done, anything whereby any insurance of the villa against loss or damage by fire may become void or avoidable or whereby the rate of premium for any such insurance may be increased.

#### **18. DUE CARE AND SUPERVISION/INDEMNITY**

The Lessee accepts and acknowledges that he or she is responsible and liable for the safety and well being of all guests and third parties staying at the villa during the time of the rental.

The Lessee and guests are required to take due care when residing at the villa and be especially watchful of children playing in the gardens, near the entrance from the main road, or near or in the pool. Children MUST be under direct supervision of an adult at all times when staying at the villa.

Furthermore, guests are not permitted to enter the villa when wet from swimming, as the floors can be slippery. Damage or injury arising as a result shall not be the responsibility of Lessor.

Lessee accepts and acknowledges and indemnifies and holds the Lessor harmless from and against, any liability resulting from any claims whatsoever as a consequence of accidents leading to injury or loss of life of any guests or visitors of the villa for the duration of the rental.

## **19. SMOKING**

Smoking is not permitted within the villa. Smoking is permissible outside in the grounds.

## **20. EVENTS AND WEDDINGS**

For weddings and events, the lessee will be required to pay an event fee as per the below and a refundable security deposit of US\$6000 will be collected on site.

- Up to 50- USD1500
- 51 to 80- USD 2500
- 81 to 100- USD3000

## **21. VALUABLES**

A personal safety deposit box is provided in each of the bedrooms. It is strongly recommended that it be used to store valuable items such as passports, cash, traveller's checks, mobile phones, cameras etc.

Any valuables left at the property are the guests' sole responsibility and neither the Lessor nor the staff can be held responsible for any loss of, or damage to, personal property.

## **22. ARTWORK**

The Villa contains many precious contemporary and antique art pieces. This collection is part of the uniqueness of the villa. Guests must be aware of the unique nature of these works of art and antiques and be especially cautious to avoid any damage.

Any damage to artworks and antiques during the rental period will be the responsibility of the Lessee and any damages incurred by the Lessor will be set off against the security deposit referred to above and if these damages exceed the amount of the security deposit the Lessee shall be liable to compensate the Lessor for the difference.